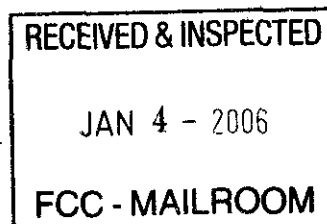


System: 165.135.210.45 sec fax,sec, 4181087 --- Time Printed: 01-05-2006 09:19:41

From: 6152593455
Media: Fax 11 pages
Subject:
Status:
Received: 11:44 AM 01/04/06



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The Academy ... a Day Treatment Program

of the Institute of Learning Research

3808 Clarksville Highway
Phone: (615) 333-3773

Nashville, TN 37218
Fax: (615) 259-3455

RECEIVED & INSPECTED
JAN 4 - 2006
FCC - MAILROOM

FAX TRANSMITTAL

To: Appeals	From: Melanie Moore
Company Name: FCC	Date: 1/4/06
Office Location:	Office Location:
Fax Number: 202-418-0187	Phone Number: (615) 333-3773

☐ Per Request ☒ Reply ASAP ☐ For Comment ☐ Please Review ☐ FYI ☐ For Action

Message:

Number of Pages (Including Cover): 11

"Request for Review"

Please let me know if you need further
information.

Thank you,
Melanie

The information contained in this facsimile transmission is intended only for the individual or entity named above and may contain information that is privileged or confidential. If the reader of this message is not the intended recipient or authorized deliverer, please know that any dissemination, distribution or copying of the communication is strictly prohibited. If you received this communication in error, please notify the Institute of Learning Research, Inc. (615) 333-3773 and destroy all transmittals received.

... the value of a program is equivalent to the lasting change it creates
Since 1970

VIA FACSIMILE
202-418-0187

"REQUEST FOR REVIEW"
CC Docket No. 02-6

RECEIVED & INSPECTED

JAN 4 - 2006

FCC - MAILROOM

Company Name: Institute of Learning Research, Inc.
BEN: 41176
Form 471 Appl. No.: 481216
FRN: 1332473
Contact Information: Melanie Moore
3808 Clarksville Highway
Nashville, TN 37218
Phone (615) 333-3773 x1001
Fax (615) 259-3455
mmoore@ilracademy.org

This is a "Request for Review". The application for the Institute of Learning Research, Inc. (ILR) has been denied, appealed through the USAC and denied a second time. The USAC is determined that ILR did not have a contract with Xspedius Management Co., LLC in place prior to submitting the 471 application dated February 18, 2005. A copy of the contract between Xspedius and ILR signed on 6/12/02 for a term of 36 months making the end date 6/12/05 was faxed to USAC. Also, the renewal contract which was signed on 3/31/05 for a term of 36 months making the end date of this renewal contract 3/31/08 was faxed to USAC. ILR has been under contract with Xspedius *continuously* since 2002 when the initial contract was signed. Therefore, ILR was under contract with Xspedius when the 471 application was filed February 18, 2005.

Attached you will find the contracts between ILR and Xspedius and the "Administrator's Decision on Appeal - Funding Year 2005-2006" letter.

Thank you for your time and consideration.

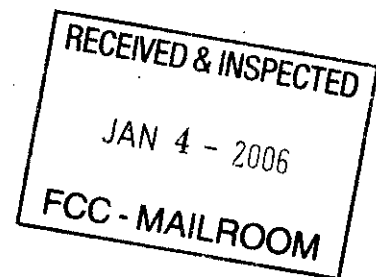


Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2005-2006

December 28, 2005

Melanie Moore
Institute Of Learning Research, Inc.
3808 Clarksville Highway
Nashville, TN 37218



Re: Applicant Name: INSTITUTE OF LEARNING
RESEARCH, INC.
Billed Entity Number: 41176
Form 471 Application Number: 481216
Funding Request Number(s): 1332473
Your Correspondence Received: November 29, 2005

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of SLD's Funding Year 2005 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of SLD's decision. The date of this letter begins the 60-day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1332473
Decision on Appeal: Denied
Explanation:

- On appeal, you state that an agreement with Xspedius was in place when the 471 was filed. A copy of this agreement for the 2005-2006 school year was submitted during the initial review process. Your letter also states it was not known that the agreement needed to be executed prior to submitting the 471. Your appeal included a copy of an agreement with Xspedius showing a contract award date of June 12, 2002.
- Upon review of the appeal and supporting documentation, it was determined you did not have a contract in place prior to submitting the 471 application. The Certification Postmark date was February 18, 2005 and the Contract Award Date was March 31, 2005. Program rules require a 470 to be posted for 28 days and a

Box 125 – Correspondence Unit, 80 South Jefferson Road, Whippany, New Jersey 07981
Visit us online at: www.sl.universalservice.org

contract must be signed by both parties before submitting a completed 471 to SLD. Hence, SLD supports the initial PIA decision.

- SLD has determined that, at the time you submitted your Form 471 application, you did not have a signed contract for services in place with your service provider(s) for services other than tariffed or month-to-month services. FCC rules require that applicants submit a completed FCC Form 471 "upon signing a contract for eligible services." 47 C.F.R. § 54.504(c). The FCC has consistently upheld SLD's denial of Funding Request Number(s) when there is no contract in place for the funding requested.¹ The FCC Form 471 instructions under Block 5 clearly state that you **MUST** sign a contract for all services that you order on your Form 471 except tariffed services and month-to-month services.² You did not provide evidence with your appeal that, at the time you signed your Form 471, you had signed a contract for eligible services. Consequently, SLD denies your appeal.

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either the SLD or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company

¹ *Request for Review by Waldwick School District, Schools and Libraries Universal Service Support Mechanism*, File No. SLD-256981, CC Docket Nos. 02-6, Order, 18 FCC Rd. 22,994, DA 03-3526 (2003).

² See Instructions for Completing the Schools and Libraries Universal Service, Services Ordered and Certification Form, OMB 3060-0806 (October 2004) at page 20.

XSPEDIUS Accelerated Communications		Agreement # _____ Date: _____						
Telecommunications Service Agreement								
Institute of Learning Research, Inc. Roger Roach 3806 Clarksville Hwy Nashville Davidson TN 37218 615-259-3453 615-259-3453 School		same						
Service Contacts: Name _____ Phone _____ Building Access _____ Phone _____ Customer Pager _____ Building Access Pager _____		Requested Service Date: _____ Agreement Number: _____						
Service Information Summary (check one) Move: <input type="checkbox"/> Add To: _____ Convert as to: <input type="checkbox"/> Replace: <input type="checkbox"/> New Install <input checked="" type="checkbox"/> Comments: <input type="checkbox"/> Product Type (check all that apply) Local Switched: <input checked="" type="checkbox"/> Dedicated Internet: <input type="checkbox"/> LD: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> Describe: _____								
<input type="checkbox"/> Check here if there is an addendum to this agreement								
Quantity	Term in Months	Service / Product	Product Code	Install Code	Unit Install Price	Install Price Extended	Recurring Charge Unit	Recurring Charge Extended
14	36	Basic Line over T1	748191				\$25.50	\$412.00
14	36	Long Distance - On-Net Intnl LATA 069	710016					
14	36	Long Distance - On-Net Intnl LATA 069	710046					
						\$0.00		\$412.00
The undersigned appoints XSPEDIUS as Agent and authorizes the conversion of local service to XSPEDIUS. Changing service to another provider may result in the new provider charging you a fee. Initialed here: _____								
Summary of Terms and Conditions on the Reverse Side. The above total does not include taxes or FCC charges. Subject to Credit Approval. * First Xspedius Long Distance minutes are shared by all lines when customer chooses Xspedius as the Primary carrier. Customer understands that Xspedius may agree to allow the Customer to pay its installment charges over a series of monthly payments. Customer shall pay the installment charges in full monthly payments as set forth below: number of payments: <input type="text"/> Amount of each monthly payment: <input type="text"/>								
Customer: <input checked="" type="checkbox"/> <u>Rodger Roach</u>						Date: <u>6/12/02</u>		
Sales Manager: _____						Date: _____		
Sales Executive: <u>[Signature]</u> Code: <u>5183</u>						Date: _____		
Dir. or VP of Sales (when applicable): _____						Date: _____		
Version 8/05/00 ETR CAJS								

XSPEDIUS**Letter of Authorization**Date 6/12/02

To Whom It May Concern At

Adelphi

The undersigned customer below ("Customer") hereby provides the following Letter of Authorization (LOA), authorizing Xspedius, LLC ("Xspedius") to do the following (*Customer's initials indicate actions which are authorized*):

Customer Initials

RM

LOCAL SERVICE: Customer hereby designates Xspedius as agent for Customer for the purpose of changing Customer's current local exchange carrier to Xspedius on the telephone number(s) listed below and/or to be assigned to Customer by Xspedius. Customer understands that only one carrier may be designated as Customer's local exchange carrier for any one telephone number.

Former Local Service Provider

RM

INTERLATA LONG DISTANCE SERVICE: Customer hereby designates Xspedius as agent for Customer for the purpose of changing Customer's interlata long distance service provider to Xspedius on the telephone number(s) listed below and/or to be assigned to Customer by Xspedius.

RM

INTRALATA LONG DISTANCE SERVICE: Customer hereby designates Xspedius as agent for Customer for the purpose of changing Customer's intralata long distance service provider to Xspedius on the telephone number(s) listed below and/or to be assigned to Customer by Xspedius.

From: Customer Name

The Institute of Learning Research

Customer Service Address

3808 Clarksville PikeNashville TN 37218

Main Account Telephone Number

(615) 333-3773

Authorized Customer Signature

(X) *Rodger W. Roach*

Contact name (Print)

Rodger W. Roach



Letter of Authorization - CPNI

Date 6/12/02

To Whom It May Concern At Adelphia:

The undersigned customer below ("Customer") hereby provides the following Letter of Authorization (LOA), designating Xspedius as agent for Customer to request Customer's Proprietary Network Information (CPNI), including Customer's private Customer Service Records. You are hereby authorized to deal directly with Xspedius and are authorized to disclose the requested information and records to Xspedius in anticipation of converting Customer's service to Xspedius for the provisioning of local telephone service.

From: Customer Name

The Institute of Learning Record

Customer Service Address

3808 Clarksville Ave
Nashville TN 37218

Main Account Telephone Number

(615) 333-3723

Authorized Customer Signature

(X) *Rodger W. Roach*

Contact name (Print)

Rodger W. Roach

XSPEDIUS
Communications

11-7-05

Roger,

I have enclosed a copy of your current services with XSpedius. You will find the copy you faxed to me, as well as the pre-signed copy. I worried the faxed copy might be difficult to read.

If you have any ques. please feel free to call.

These forms serve as your Contract for telephone services with XSpedius Communications!

Thanks,
Christi DTT

XSPEDIUS

Communications

Service Renewal Agreement

Contact	Roger Roach	MSA#	
Customer	Institute of Learning Research	BA Approval #	
Address	3808 Clarksville Hwy	Order Generation Date	3/15/05
City/St./Zip	Nashville TN 37218	Sales Representative	Christi Dott
Phone	615-255-0968	Fax	385-5704

This Service Renewal Agreement is entered between the parties in consideration of the mutual agreements, covenants, promises and representations herein contained, the receipt of which is hereby acknowledged. The Parties hereby agree as follows:

1. That the communications services provided by Xspedius ("Services") to the aforementioned customer will hereby renew for the term and price stated on the Customer Service Order Form attached hereto. The Services provided by Xspedius will be in accordance with Xspedius' standard terms and conditions.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to set their hands to this ADDENDUM.

X Roger Roach 3/21/05
Customer Signature Date of Signature

Christi Dott 3-30-05
Xspedius Sales Representative Date of Signature

[Signature] 4/8/05
Authorized Xspedius Manager Date of Signature

SERVICE ORDER FORM
Complete Lines/Trunks

Term Length: 3 Years
Contact: Roger Roach
Customer: Institute of Learning Research
Address: 3808 Clarksville Hwy
City/State: Nashville
Zip Code: 37218
Phone:
FAX:
Market: Nashville, TN

SA Approval #: JAJ01293

MSA #:

Order Generation Date:

Version Number:

Sales Representative: Christel Dotti

, Sullivan
, TN

Contract Renewal

[illegible]EZ LD Outbound Usage Plan: **EZ LD Plan - \$ 0.085**

Non-EZ LD Long Distance Discount: **20.99%**

Discount Applied: XLSO Program

Promotions/Programs

*Total excludes all applicable local, state, and federal taxes and regulatory surcharges and additional fees, if applicable.

Approved @ \$24.00/ hr

Waived Caller ID and Call Forward Variable MRC

3 Year Term

[Signature] 4/8/05
Authorized Xpedius Manager *[Date of Signature]*

[Signature] 4/8/05
Xpedius Sales Representative *[Date of Signature]*

XSPedite Sales Administration

Date of Signature

44

By signing below, Customer hereby understands that this Service Order Form is subject to all the terms and conditions as set forth in the Service Agreement. Customer understands that this Service Order Form is not accepted until it is signed by an Xpedius Sales Representative and approved by an Authorized Xpedius Manager.

All prices and services subject to change in the event of any relocation or move requests by Customer.

✓

144-

NOTES:
1. *Continued*

2. **FILE** - **Mr. Raymond George**, **APC** - **Monthly Reviews Liaison**

4. IT IS THE POLICY OF THE CITY OF CHICAGO to establish, maintain, and improve the following:

Xpeditus Communications, LLC
5555 Winghamen Blvd., Suite 300
O'Fallon, MO 63366

\$1,100.01

Updated: February 18, 2005

SERVICE ORDER FORM
Complete Lines/Trunks

BA Approval #: JAU01953

MSA #:

Quote Generation Date:

Version Number:

Term Length: 3 Years

Sales Representative: Christi Dett

Contact: Roger Roach
 Customer: Institute of Learning Research
 Address: 3808 Clarksville Hwy
 City/State: Nashville TN
 Zip Code: 37218
 Phone:
 FAX:
 Market: Nashville, TN

, Suite
TN

Features Ordered Description	MRC Pricing		MRC Pricing		ICB MRC		Qty.	Extended Pricing	
	Disc.	Pricing	Disc.	Pricing	MRC	MRC		MRC	MRC
08-1/05-4 Access Facility									
Call Block									
Toll Backhaul (Listen A.T. only)									
Muting									
Call Waiting									
Three Way Calling									
Call Forward Busy									
Call Forward Variable				\$1.00			1		
Call Transfer									
Automated Call Back (9-1-1 only)									
Anonymous Call Rejection									
Automatic Recall (trunk)									
Trunk (Class Number Identification Service) - 08-1 ONLY									
Port Outbound Calling ID (Trunk only)									
Caller ID number only (business exchange lines only)				\$70.00			14		
Caller ID name and number (business exchange lines only)									
Call Hold									
Distinctive Ringing									
Speed Dial 8									
Speed Dial 30									
Call Forwarding Additional Path									
Enhanced Voice Messages (Auto Answer)									
Fax Queue									
Remote Activation of Call Forwarding									
Remote Call Forwarding									
Remote Call Forwarding Additional Path									
Voice Mail									
Voice Mail Priority									
Toll Free Features									
Toll Free Pay Phone Blocking									
Toll Free Vanity Number									
Toll Free Directory Listing									
Toll Free 800/800/8000 Blocking									
Directory Listing									
Additional Listing									
Non-Published (No DA, No WP, No VP)									
Non-Listed									
Sub-Total of Features Listed:									\$336.00
Total from first page(s) of the Service Order Form:									\$336.00
Grand Total:									\$336.00

*Grand Total excludes all applicable local, state, and federal taxes and regulatory surcharges and additional features if applicable.

By signing below, Customer hereby understands that this Service Order Form is subject to all the terms and conditions set forth in the Service Agreement. Customer understands that this Service Order Form is not accepted until it is signed by an Xpedius Sales Representative and approved by an Authorized Xpedius Manager.

All prices and Services subject to change in the event of any relocation or move requested by Customer.

Authorized Xpedius Manager

Date of Signature

Xpedius Sales Representative

Date of Signature

Customer

Date of Signature

NOTES:

- Pricing contained herein on this Service Order Form is valid as the time of order, and is subject to change without notice.
- MRC - Non-Residential Charge, MRC - Monthly Recurring Charge
- The Long Distance and Toll Free Service Charge is not applicable for 08-10 Plan as defined in the 08-10 Plan's Handbook.
- 08-10 Toll Free Only (current Customer is not eligible for this plan as per Xpedius BA ICB agreement).

Xpedius Communications, LLC
 5565 Wingham Blvd., Suite 300
 O'Fallon, MO 63368

SI 100.01

Updated: February 15, 2005